

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:	*	CHAPTER 13
MARIKA ROSCIOLI	*	BANKRUPTCY NO. 18-13097
	*	
Debtor	*	

ORDER

AND NOW, this day of , 202 , upon
consideration of Coventry Green Condominium Association's Motion
for Relief from the Automatic Stay and Debtors' answer thereto,
and after hearing, it is hereby ORDERED and DECREED that;

The Motion of Coventry Green Condominium Association for
Relief From The Automatic Stay is DENIED.

BY THE COURT:

J.

Kenneth G. Harrison, Esquire
Fine Neshaminy Interplex Suite 115
Trevose, PA 19053

William C. Miller, Esquire (Trustee)
P.O. Box 40119
Philadelphia, PA 19106

Dean E. Weisgold, Esquire
1835 Market Street, Suite 1215
Philadelphia, PA 19103

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: * CHAPTER 13
MARIKA ROSCIOLI * BANKRUPTCY NO. 18-13097
*
Debtors *

**DEBTORS' ANSWER TO THE MOTION
FOR RELIEF FROM THE AUTOMATIC STAY**

Debtor, Marika Roscioli, by and through her attorney,
Kenneth G. Harrison, Esquire, respectfully represents as follows:

1. Denied as stated. Debtor has paid her condominium fees directly to the association and is paying the arrears through her bankruptcy plan. Admitted in that the Debtor does own and occupy her unit in the Association.

2. Admitted. By way of further answer, Debtor denied the allegations concerning her dogs and filed a counterclaim stating that the condominium association had failed to properly repair her roof which was causing damage in her unit.

3. Admitted.

4. Denied as stated. Debtor informed creditor that she could not afford to pay the entire amount because she was in bankruptcy. The creditor has not charged Debtor late fees until recently, ie, after this bankruptcy filing. Debtor has always paid her monthly fees later in the month without a late fee.

5. Denied. Debtor has properly restrained her dogs.

6. Denied as a conclusion of law upon which no responsive pleading is required.

7. Denied as a conclusion of law upon which no responsive pleading is required.

8. Denied as a conclusion of law upon which no responsive pleading is required.

9. Denied. Debtor have no knowledge of Movant's actions as to the common areas except not to repair her roof until ordered to do so by this court. Debtor has not continuously failed to pay her condominium fees.

10. Denied as a conclusion of law upon which no responsive pleading is required.

DEFENSES

1. The Debtor has substantial equity in her property and movant has been afforded adequate protection of its interest.

2. Movant has not shown the irreparable harm necessary to justify lifting of the automatic stay with respect to its condominium fees.

3. If movant is entitled to relief from the stay, the stay should not be terminated and the Court should grant less drastic relief by conditioning or modifying the stay.

4. Movant's actions are in retaliation for litigation between the parties prior to the bankruptcy filing and for this bankruptcy filing.

WHEREFORE, Debtor, Marika Roscioli, respectfully requests that this Honorable Court deny Movant's Motion for Relief From the Automatic Stay.

Respectfully submitted,

s/s Kenneth G. Harrison
Kenneth G. Harrison, Esquire
Five Neshaminy Interplex Suite 115
Trevose, PA 19053